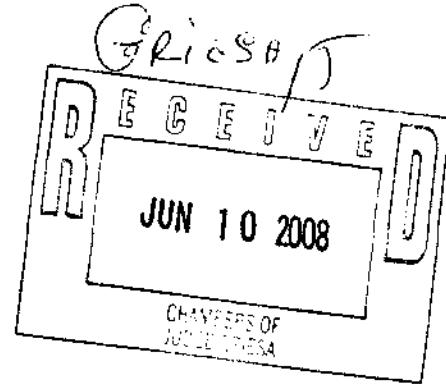


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

DOCKET  
NUMBER  
JUN 18 2008

K.H., on behalf of D.B.,



Plaintiff,

-against-

NEW YORK CITY DEPARTMENT OF  
EDUCATION,

**STIPULATION  
AND ORDER OF  
DISCONTINUANCE**

08 Civ. 0025 (TPG)

Defendant.

X

WHEREAS, plaintiff K.H. on behalf of D.B. commenced this action on January 3, 2008 by filing a summons and complaint seeking attorney's fees pursuant to 20 U.S.C. §§ 1415(i)(3) in connection with an administrative proceeding for the 2004-2005 school year, and

WHEREAS, defendant New York City Department of Education ("DOE") has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The DOE hereby agrees to pay plaintiff the sum of four thousand seven hundred and fifty dollars (\$4750.00) in full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorney's fees. Such payment will be made as follows: a check in the amount of four thousand seven hundred and

fifty dollars (\$4750.00) will be made payable to "Mayerson and Associates, P.C., as attorneys for plaintiff K.H. on behalf of D.B."

3. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant, and to release the DOE and the City of New York, their successor and assigns, and all past and present officials, employees, representatives and agents of the DOE and the City of New York, from any and all liability for claims, based on any act, omission, event, or occurrence, past or present, described in or arising from the allegations set forth in the complaint in this litigation, including claims for attorney's fees, costs, and expenses.

4. In consideration for payment of this sum to plaintiff, and other good and valuable considerations, plaintiff's undersigned counsel agrees to release the DOE and the City of New York, their successor and assigns, and all past and present officials, employees, representatives and agents of the Department of Education and the City of New York, from any and all liability for claims, based on any act, omission, event, or occurrence, past or present, described in or arising from the allegations set forth in the complaint in this litigation, including claims for attorney's fees, costs, and expenses.

5. Plaintiff and/or her attorney, as applicable, shall be responsible for the payment of any federal, state, and/or local taxes on the payments specified in paragraph "2" above.

6. Plaintiff and plaintiff's counsel shall execute and deliver to defendant's counsel all documents necessary to effect this settlement, including, without limitation, releases based on the terms set forth in paragraphs "3" and "4" above, and a substitute W-9 form.

7. Nothing contained herein shall be deemed to be an admission by the DOE, the City of New York, or any of their employees, that they have in any manner or way violated any of plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions,

statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York.

8. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except an action to enforce the terms hereof.

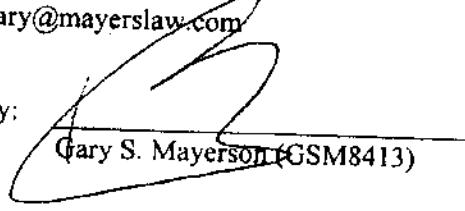
9. Nothing contained herein shall be deemed to constitute a policy or practice of the DOE.

10. This Stipulation and Order contains all of the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
June 9, 2008

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By:

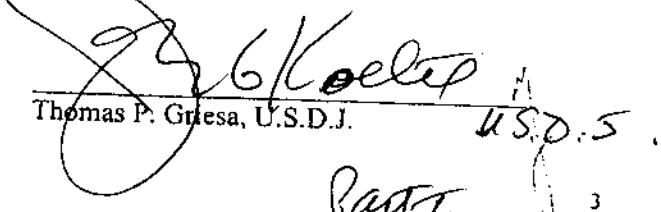
  
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By:

  
Toni Gantz (TG1198)  
Assistant Corporation Counsel

SO ORDERED:

  
Thomas P. Griesa, U.S.D.J.

U.S.D.5.

Part I.